

**IT IS THE VENDOR'S RESPONSIBILITY TO CHECK
FOR ADDENDUMS PRIOR TO SUBMITTING PROPOSALS**

NOTICE TO BIDDERS SPECIFICATION NO. 05-179

The City of Lincoln, Nebraska intends to purchase and invites you to submit a sealed bid for:

Portable Solids Handling Trash Pump for Lincoln Wastewater Systems

Sealed bids will be received by the City of Lincoln, Nebraska on or before **12:00 noon Wednesday, August 10, 2005** in the office of the Purchasing Agent, Suite 200, K Street Complex, Southwest Wing, 440 South 8th Street, Lincoln, Nebraska 68508. Bids will be publicly opened and read at the K Street Complex.

Bidders should take caution if U.S. mail or mail delivery services are used for the submission of bids. Mailing should be made in sufficient time for bids to arrive in the Purchasing Division, prior to the time and date specified above. Late bids will not be considered. **Fax or e-mail bids are not acceptable. Bid response must be in a sealed envelope.**

Company Name_____

**Portable Solids Handling Trash Pump
for Lincoln Wastewater Systems
Spec. 05-179**

1.0 General

- 1.1 Supplier shall furnish a heavy duty, automatic priming, trailer mounted, centrifugal trash pump, hardware, controls, and accessories as per the requirements and specifications described herein.
- 1.2 The pump and accessories shall be supplied by the pump manufacturer.
- 1.3 The equipment furnished under these specifications shall be new, and the latest model in current production as offered to the commercial or governmental trades.
- 1.4 Example: Godwin, Model CD150M 6x6.
 - 1.4.1 Examples are intended to show the type and class of equipment desired.
 - 1.4.2 See Section 7. Brand Names in the Instruction to Bidders.

Meets Specs.

<u>Yes</u>	<u>No</u>	2.0 Pump Operating Requirements and Conditions
___	___	2.1 The portable trash pump specified in this section will be used to pump raw sewage.
___	___	2.1.1 It must operate on a suction lift or as an in-line booster pump.
___	___	2.2 The pump shall be capable of static suction lifts to 28 feet, vertical, at sea level.
___	___	2.2.1 It shall also be capable of operation using extended suction lines.
___	___	2.3 Pump Operating Speed (maximum), 2200 RPM
___	___	2.4 Minimum solids handling Size, 3 Inches
___	___	2.5 Impeller Size, 280mm
___	___	2.6 Suction Size, 6 Inch
___	___	2.7 Discharge Size, 6 Inch
___	___	2.8 Maximum Suction Lift, 28 Feet
___	___	2.9 Maximum Duty Point, 1200 GPM @125 TDH (Including 15' Suction Lift)

Company Name_____

- ____ _ 2.10 Secondary Duty Point, 1100 GPM @ 75 TDH (Including 25' Suction Lift)
- ____ _ 2.11 The pump shall be fitted with a fully automatic priming system incorporating an air compressor, air ejector assembly, and an air/water separation tank.
- ____ _ 2.11.1 No water shall be required in the pump to achieve a prime.
- ____ _ 2.11.2 The air ejector shall operate on the discharge side of the compressor, eliminating the possibility of water being drawn into the air source.
- ____ _ 2.11.3 The priming system shall not use a vacuum or diaphragm pump, nor require the use of a "Foot" type valve.
- ____ _ 2.11.4 It shall contain no moving parts or protective float gear.
- ____ _ 2.12 The pump must be capable of running totally dry for periods up to 24 hours.
- ____ _ 2.13 A demonstration of the pumps ability to repeatedly cycle from pump, snore, reprime, and pump shall be required.
- ____ _ 2.14 Equipment acceptance shall be contingent upon its ability to run in a completely dry condition for periods up to 24 continuous hours at full speed.
- ____ _ 2.14.1 A demonstration may be required by the engineer.
- ____ _ 2.15 The diesel engine driven pump unit shall be mounted on a highway rated trailer, mounted with pintle type hitch.
- ____ _ 2.15.1 Trailer shall be equipped with fenders, front and rear support stands, lifting bar, safety chains and side and rear reflectors.
- ____ _ 2.15.2 Tires and torsion bar suspension shall be adequately sized for the required load range ratings.
- ____ _ 2.15.3 Trailer design shall be in compliance with applicable DOT regulations.

3.0 Equipment Design and Construction

- ____ _ 3.1 Pump shall be supplied with an integral ball check valve mounted on the discharge flange of the pump, allowing unrestricted flow into the impeller.
- ____ _ 3.1.1 The check valve shall prevent in-line return of flow when the pump is shut off.
- ____ _ 3.1.2 Non-return valve elastomers shall be Nitrile Rubber, and shall be field replaceable.

Company Name _____

3.2 Pump Casting

3.2.1 Shall be cast iron and constructed so that the suction flow path is in axial alignment with the impeller eye with no turns, chambers or valves between the suction line (or inlet) and the impeller.

3.3 Impeller

3.3.1 Pump impeller shall be of open non-clog type with pump out vanes on the back shroud.

3.3.2 Impeller shall be three-bladed of hardened cast chromium steel construction (minimum Brinell Hardness 340 HB).

3.4 Wearplates

3.4.1 Shall be fully adjustable and replaceable, fabricated of cast iron.

3.4.2 Wearplate clearances shall have no relationship to the ability of the pump to achieve a prime.

3.5 Bearings and Shafts

3.5.1 Pump shall be fitted with a bearing bracket which contains the shaft and heavy duty ball or tapered roller bearings of adequate size to withstand imposed loads.

3.5.2 Minimum I.S.O. L10 bearing life to be 100,000 hours.

3.5.3 Impeller shafts shall be of 1½% chromium alloy.

3.6 Seals

3.6.1 Shall be high pressure, mechanical self-adjusting type with silicon carbide faces capable of withstanding suction pressures to 100 psi.

3.6.2 The mechanical seal shall be cooled and lubricated in an oil bath reservoir, requiring no maintenance or adjustment.

3.6.3 All metal parts shall be of stainless steel. Elastomers shall be Viton.

3.6.4 Pump shall be capable of running dry, with no damage, for periods up to 24 hours.

3.7 Pump Suction and Discharge Flanges

3.7.1 Shall be cast iron ANSI (B16.1) Class 150, raised faced.

3.8 Pump Gaskets

3.8.1 Shall be compressed fiber and/or Teflon.

Company Name_____

3.9 Pump O-Rings

3.9.1 Shall be Viton.

3.10 Diesel Engine

3.10.1 Diesel engine shall be a water cooled Caterpillar 3054NA, 74 hp @2200rpm.

3.10.2 A certified continuous duty engine curve shall be supplied to the owner/engineer.

3.10.3 The engine shall be capable of operating satisfactorily on a commercial grade of distilled No. 2 fuel oil.

3.10.4 Engine speed shall be adjustable to operate the pump between maximum and minimum design operation speeds.

3.10.4.1 Governor shall be mechanical type.

3.10.5 Engine shall drive pump by use of direct connected intermediate drive plate.

3.10.6 Starter shall be 12 volt electric.

3.10.7 Safety shut down switches for low oil pressure and high temperature shall be provided.

3.10.8 Battery shall have 180 Amp hour rating.

3.10.9 Unit shall include a tachometer and an hour meter.

3.10.10 Exhaust system shall include muffler and silencer of suitable size.

3.11 Integral Trailer Fuel Tank

3.11.1 Integral trailer fuel tank capacity shall be sufficient to provide at least 18 Hrs. of operating time at full load.

3.12 Factory Painting

3.12.1 Pump, engine, base, and trailer shall be shop primed and finish painted at the place of manufacturer.

3.12.2 Materials and thickness for priming shall be in accordance with manufacturer's standards.

3.13 Unit shall be pre-wired for automatic start controller.

4.0 Startup Service and Training

4.1 The manufacturer shall furnish the services of a competent factory representative to do the following:

4.1.1 Inspect the complete unit and accessories prior to delivery, supervise the start up and testing of the system, and certify the system has been properly furnished and is ready for operation.

4.2.1 Instruct the owner's operating personnel in the proper operation and maintenance of the system for a period of not less than one half day.

Company Name _____

5.0 Operation and Maintenance Information

- ____ _
- ____ _
- ____ _
- 5.1 Three (3) sets of O&M manuals specific to the pump model supplied shall accompany delivery of the equipment.
- 5.2 O&M manual information shall consist of general operating instruction, recommended spare parts, recommended maintenance, trouble shooting guides, and exploded part assembly views specific to the pump model supplied.
- 5.3 Supplier shall supply a manufacturers pump performance curve specific to the pump model supplied.

6.0 Warranty

- ____ _
- ____ _
- 6.1 One year parts and labor warranty issued by the manufacturer for the complete trash pump system including trailer.
- 6.2 The warranty shall be in printed form and previously published as the manufacturer's standard warranty for all similar units manufactured.

7.0 Delivery Information and Contact

- 7.1 Contact Mr. Steve Crisler, telephone number 402-441-7966 with any technical questions regarding this request.
- 7.2 Delivery address - Lincoln Wastewater System, 2400 Theresa Street, Lincoln Nebraska, 68521.

Company Name _____

**Portable Solids Handling Trash Pump
for Lincoln Wastewater Systems
SPECIFICATION NO. 05-179
BID OPENING TIME: 12:00 NOON
DATE: Wednesday, August 10, 2005**

The undersigned, having full knowledge of the requirements of the City of Lincoln for the below listed phases and the contract documents (which include Notice, Instructions, this Proposal, Specifications, Contract, and any and all addenda) and all other conditions of the Proposal, agrees to enter into a contract with the City the below listed fees for the performance of this Specification, complete in every respect, in strict accordance with the contract documents at and for fees listed below.

ADDENDA RECEIPT: The receipt of addenda to the specification numbers _____ through _____ are hereby acknowledged. Failure of any submitter to receive any addendum or interpretation of the specifications shall not relieve the submitter from any obligations specified in the request. All addenda shall become part of the final contract document

Bid Schedule

Item	Qty.	Unit	Description	Unit cost	Total Cost
1.	1	each	Portable Solids Pump, as Specified	\$_____	\$_____

Mfg: _____ Model: _____
BID SECURITY REQUIRED: YES ____ X NO

AFFIRMATIVE ACTION PROGRAM: Successful bidder will be required to comply with the provisions of the City's Affirmative Action Policy (Contract Compliance, Sec. 1.16). The Equal Opportunity Officer will determine compliance or non-compliance with the City's policy upon a complete and substantial review of successful bidder's equal opportunity policies, procedures and practices.

The undersigned signatory for the bidder represents and warrants that he has full and complete authority to submit this proposal to the City, and to enter into a contract if this proposal is accepted.

**RETURN 2 COMPLETE COPIES OF PROPOSAL AND SUPPORTING MATERIAL.
MARK OUTSIDE OF BID ENVELOPE: SEALED BID FOR SPEC. 05-179**

COMPANY NAME

BY (Signature)

STREET ADDRESS or P.O. BOX

(Print Name)

CITY, STATE ZIP CODE

(Title)

TELEPHONE No. FAX No.

(Date)

EMPLOYER'S FEDERAL I.D. NO.
OR SOCIAL SECURITY NUMBER

ESTIMATED DELIVERY DAYS

E-MAIL ADDRESS

TERMS OF PAYMENT

Bids may be inspected in the Purchasing Division offices during normal business hours, after tabulation by the purchasing agent. If you desire a copy of the bid tabulation to be mailed to you, you must enclose a self-addressed stamped envelope with your bidding documents. Bid tabulations can also be viewed on our website at: lincoln.ne.gov Keyword: Bid

INSTRUCTIONS TO BIDDERS

CITY OF LINCOLN, NEBRASKA

PURCHASING DIVISION

1. BIDDING PROCEDURE

- 1.1 Bidder shall submit one (1) complete set of the bid documents and all supporting material, unless otherwise stipulated. All appropriate blanks shall be completed. Any interlineation, alteration or erasure on the specification document shall be initialed by the signer of the bid. Bidder shall not change the proposal form nor make additional stipulations on the specification document. Any amplified or qualifying information shall be on the bidder's letterhead and firmly attached to the specification document.
- 1.2 Bid prices shall be submitted on the Proposal Form included in the bid document.
- 1.3 Bidders may submit a bid on an "all or none" or "lump sum" basis, but should also submit a quotation on an item-by-item basis. Bidding documents shall be clearly marked indicating the kind of proposal being submitted.
- 1.4 Each bid must be legibly printed in ink or typed, include the full name, business address, and telephone number of the bidder; and be signed in ink by the bidder.
- 1.5 A bid by a firm or organization other than a corporation must include the name, address, fax number and email address of each member.
- 1.6 A bid by a corporation must be signed in the name of such corporation by a duly authorized official thereof.
- 1.7 Any person signing a bid for a firm, corporation, or other organization must show evidence of his authority so to bind such firm, corporation, or organization.
- 1.8 Bids received after the time and date established for receiving bids will be rejected.

2. BIDDER'S SECURITY

- 2.1 Bid security, as a guarantee of good faith, in the form of a certified check, cashier's check, or bidder's bond, may be required to be submitted with this bid document, as indicated on the Proposal Form.
- 2.2 If alternates are requested, only one bid security will be required, provided the bid security is based on the amount of the highest gross bid.
- 2.3 Such bid security will be returned to the unsuccessful bidders when the award of bid is made.
- 2.4 Bid security will be returned to the successful bidder(s) as follows:
 - 2.4.1 For single order bids with specified quantities: upon the delivery of all equipment or merchandise, and upon final acceptance by the City.
 - 2.4.2 For all other contracts: upon approval by the City of the executed contract and bonds.
- 2.5 City shall have the right to retain the bid security of bidders to whom an award is being considered until either:
 - 2.5.1 A contract has been executed and bonds have been furnished.
 - 2.5.2 The specified time has elapsed so that the bids may be withdrawn.
 - 2.5.3 All bids have been rejected.
- 2.6 Bid security will be forfeited to the City as full liquidated damages, but not as a penalty, for any of the following reasons, as pertains to this specification document:
 - 2.6.1 If the bidder fails to deliver the equipment or merchandise in full compliance with the accepted proposal and specifications.
 - 2.6.2 If the bidder fails or refuses to enter into a contract on forms provided by the City, and/or if the bidder fails to provide sufficient bonds or insurance within the time period as established in this specification document.

3. BIDDER'S REPRESENTATION

- 3.1 Each bidder by signing and submitting a bid, represents that the bidder has read and understands the specification documents, and the bid has been made in accordance therewith.
- 3.2 Each bidder for services further represents that the bidder has examined and is familiar with the local conditions under which the work is to be done and has correlated the observations with the requirements of the bid documents.

4. CLARIFICATION OF SPECIFICATION DOCUMENTS

- 4.1 Bidders shall promptly notify the Purchasing Agent of any ambiguity, inconsistency or error which they may discover upon examination of the specification documents.

- 4.2 Bidders desiring clarification or interpretation of the specification documents shall make a written request which must reach the Purchasing Agent at least four (4) calendar days prior to the date and time for receipt of bids.
- 4.3 Changes made to the specification documents will be made by written addenda to all known prospective bidders.
- 4.4 Oral interpretations or changes to the Specification Documents made in any other manner, will not be binding on the City; and bidders shall not rely upon such interpretations or changes.

5. ADDENDA

- 5.1 Addenda are additional documents issued by the City to prospective Bidders prior to the closing date for receipt of bids, which are intended to change or clarify the original plans and/or specifications, i.e. additions, deletions, modifications, or explanations.
- 5.2 Addenda will be mailed or delivered to all who are known by the City to have received a complete set of specification documents.
- 5.3 Copies of addenda will be made available for inspection at the office of the Purchasing Agent.
- 5.4 No addendum will be issued later than forty-eight (48) hours prior to the date and time for receipt of bids, except an addendum withdrawing the invitation to bid, or an addendum which includes postponement of the bid.
- 5.5 Bidders shall ascertain prior to submitting their bid that they have received all addenda issued, and they shall acknowledge receipt of addenda on the proposal form.

6. ANTI-LOBBYING PROVISION

- 6.1 During the period between the bid advertisement date and the contract award, bidders, including their agents and representatives, shall not lobby or promote their bid with any member of the City Council or City Staff.

7. BRAND NAMES

- 7.1 Wherever in the specifications or proposal form brand names, manufacturer, trade name, or catalog numbers are specified, it is for the purpose of establishing a grade or quality of material only; and the term "or equal" is deemed to follow.
- 7.2 It is the bidder's responsibility to identify any alternate items offered in the bid, and prove to the satisfaction of the City that said item is equal to, or better than, the product specified.
- 7.3 Bids for alternate items shall be stated in the appropriate brand on the proposal form, or if the proposal form does not contain blanks for alternates, bidder MUST attach to the specification documents on Company letterhead a statement identifying the manufacturer and brand name of each proposed alternate, plus a complete description of the alternate items including illustrations, performance test data and any other information necessary for an evaluation. The bidder must indicate any variances by item number from the specification document no matter how slight. Bidder must fully explain the variances from the specification document, since brochure information may not be sufficient.
- 7.4 If variations are not stated in the proposal, it will be assumed that the item being bid fully complies with the City's specifications.

8. DEMONSTRATIONS/SAMPLES

- 8.1 Bidders shall demonstrate the exact item(s) proposed within seven (7) calendar days from receipt of such request from the City.
- 8.2 Such demonstration can be at the City delivery location or a surrounding community.
- 8.3 If the bidder is proposing an alternate product, the City may request a sample of the exact item. Samples will be returned at bidder's expense after receipt by the City of acceptable goods. Bidders must indicate how samples are to be returned.

9. DELIVERY (Non-Construction)

- 9.1 Each bidder shall state on his proposal form the date upon which he can make delivery of all equipment or merchandise. Time required for delivery is hereby made an essential element of the bid.
- 9.2 The City reserves the right to cancel orders, or any part thereof, without obligation, if delivery is not made within the time(s) specified on the proposal form.
- 9.3 All bids shall be based upon **inside** delivery of the equipment/ merchandise F.O.B. the City at the location specified by the City, with all transportation charges paid.

10. WARRANTIES, GUARANTEES AND MAINTENANCE

- 10.1 Copies of the following documents must accompany the bid proposal for all items being bid:
 - 10.1.1 Manufacturer's warranties and/or guarantees.
 - 10.1.2 Bidder's maintenance policies and associated costs.
- 10.2 As a minimum requirement of the City, the bidder will guarantee in writing that any defective components discovered within a one (1) year period after the date of acceptance shall be replaced at no expense to the City. Replacement parts of defective components shall be shipped at no cost to the City. Shipping costs for defective parts required to be returned to the bidder shall be paid by the bidder.

11. ACCEPTANCE OF MATERIAL

- 11.1 All components used in the manufacture or construction of materials, supplies and equipment, and all finished materials, shall be new, the latest make/model, of the best quality, and the highest grade workmanship.
- 11.2 Material delivered under this proposal shall remain the property of the bidder until:
 - 11.2.1 A physical inspection and actual usage of this material is made and found to be acceptable to the City; and
 - 11.2.2 Material is determined to be in full compliance with the specifications and accepted proposal.
- 11.3 In the event the delivered material is found to be defective or does not conform to the specification documents and accepted proposal, then the City reserves the right to cancel the order upon written notice to the bidder and return materials to the bidder at bidder's expense.
- 11.4 Successful bidder shall be required to furnish title to the material, free and clear of all liens and encumbrances, issued in the name of the City of Lincoln, Nebraska, as required by the specification documents or purchase orders.
- 11.5 Selling dealer's advertising decals, stickers or other signs shall not be affixed to equipment. Vehicle mud flaps shall be installed blank side out with no advertisements. Manufacturer's standard production forgings, stampings, nameplates and logos are acceptable.

12. BID EVALUATION AND AWARD

- 12.1 The signed bid proposal shall be considered an offer on the part of the bidder. Such offer shall be deemed accepted upon issuance by the City of purchase orders, contract award notifications, or other contract documents appropriate to the work.
- 12.2 No bid shall be modified or withdrawn for a period of ninety (90) calendar days after the time and date established for receiving bids, and each bidder so agrees in submitting the bid.
- 12.3 In case of a discrepancy between the unit prices and their extensions, the unit prices shall govern.
- 12.4 The bid will be awarded to the lowest responsible, responsive bidder whose proposal will be most advantageous to the City, and as the City deems will best serve it's requirements.
- 12.5 The City reserves the right to accept or reject any or all bids; to request rebids; to award bids item-by-item, with or without alternates, by groups, or "lump sum"; to waive minor irregularities in bids; such as shall best serve the requirements and interests of the City.
- 12.6 In order to determine if the Bidder has the experience, qualifications, resources and necessary attributes to provide the quality workmanship, materials and management required by the plans and specifications, the Bidder may be required to complete and submit additional information as deemed necessary by the City. Failure to provide the information requested to make this determination may be grounds for a declaration of non-responsive with respect to the Bidder.
- 12.7 The City reserves the right to reject irregular bids that contain unauthorized additions, conditions, alternate bids, or irregularities that make the Bid Proposal incomplete, indefinite or ambiguous.

13. INDEMNIFICATION

- 13.1 The bidder shall indemnify and save harmless the City of Lincoln, Nebraska from and against all losses, claims, damages, and expenses, including, attorney's fees arising out of or resulting from the performance of the contract that results in bodily injury, sickness, disease, death, or to injury to or

destruction of tangible property, including the loss of use resulting therefrom and is caused in whole or in part by the Bidder, any subcontractor, any directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. This section will not require the Bidder to indemnify or hold harmless the City of Lincoln for any losses, claims damages, and expenses arising out of or resulting from the sole negligence of the City of Lincoln, Nebraska.

- 13.2 In any and all claims against the City or any of its members, officers or employees by an employee of the bidder, any subcontractor, anyone directly or indirectly employed by any of them or by anyone for whose acts made by any of them may be liable, the indemnification obligation under paragraph 13.1 shall not be limited in any way by any limitation of the amount or type of damages, compensation or benefits payable by or for the bidder or any subcontractor under worker's or workmen's compensation acts, disability benefit acts or other employee benefit acts.

14. TERMS OF PAYMENT

- 14.1 Unless stated otherwise, the City will begin processing payment within thirty (30) calendar days after all labor has been performed and all equipment or other merchandise has been delivered, and all such labor and equipment and other materials have met all contract specifications.

15. LAWS

- 15.1 The Laws of the State of Nebraska shall govern the rights, obligations, and remedies of the Parties under this proposal and any agreement reached as a result of this process.
- 15.2 Bidder agrees to abide by all applicable State and Federal laws and regulations concerning the handling and disclosure of private and confidential information concerning individuals and corporations as to inventions, copyrights, patents and patent rights.

16. AFFIRMATIVE ACTION

- 16.1 The City of Lincoln-Lancaster County Purchasing Division provides equal opportunity for all bidders and encourages minority businesses and women's business enterprises to participate in our bidding process.

17. LIVING WAGE

- 17.1 The bidders agree to pay all employees employed in the performance of this contract, a base wage of not less than the City Living Wage per section 2.81.010 of the Lincoln Municipal Code. This wage is subject to change every July.

18. EXECUTION OF AGREEMENT

- 18.1 Depending on the type of service provided, one of the following three (3) methods will be employed. The method applicable to this contract will be checked below:
 - ☒ a. This Contract shall consist of a **PURCHASE ORDER** and a copy of the suppliers signed bid (or referenced bid number) attached and that the same, in all particulars, becomes the agreement and contract between the parties hereto: that both parties thereby accept and agree to the terms and conditions of said bid documents, and that the parties are bound thereby and the compensation to be paid the Supplier is as set forth in the Supplier's Bid. Items not awarded, if any, have been deleted.
 - ☐ b. The contract shall consist of a **YEARLY AGREEMENT** and a copy of the suppliers signed bid attached and that the same, in all particulars, becomes the agreement and contract between the parties hereto. That both parties thereby accept and agree to the terms and conditions of said bid documents, and that the parties are bound thereby and the compensation to be paid the Supplier is as set forth in the Suppliers' Bid. Items not awarded, if any, have been deleted.
 - ☐ c. Three (3) copies of the **CONTRACT**, unless otherwise noted.
 - 1. City will furnish three (3) copies of the Contract to the successful Bidder who shall prepare attachments as required. Insurance as evidenced by a Certificate of Insurance, surety bonds properly executed, and Agreement signed with the date of signature shall be attached.
 - 2. The prepared documents shall be delivered to the City within 10days (unless otherwise noted).
 - 3. The City will sign the Contract Agreement, insert the date of signature at the beginning of the Contract Agreement, prepare an Executive Order to go the Mayor for signature.
 - 4. Upon approval and signature from the Mayor, the City will return one copy to the Contractor.